



## Your Proposal

### Amber Watkins

Address: 443 Ribbon Oak Court Sanford, NC 27332	Consultation Code: ENGMVKMM8
Phone: (336) 314-3052	Date Presented: Apr 7, 2025
Email: amba.shel@yahoo.com	Date Accepted: Apr 7, 2025
	Presented by: Troy Goss
	Phone: (312) 576-0235
	Email: tgoss@calldad.com

Call Dad was founded in 2013 and since its first day, Call Dad's principles for its employees have been straightforward:

- We serve like family
- We know small acts result in big impacts
- We foster communication
- We cultivate curiosity
- We keep it fun

Following these precepts, Call Dad has grown rapidly throughout the Carolinas. Call Dad is on "Inc." magazine's List of The 5000 Fastest Growing Privately Held Companies in America, has been certified as A Great Place to Work, has an A+ rating from the Better Business Bureau, and is both a Duke Energy Trade Ally and a Gas Advantage Partner of Piedmont Natural Gas.

#### LOCATIONS SERVED:

- ASHEVILLE-36 ROSSCRAGGON RD SUITE G, ASHEVILLE NC 28803
- RALEIGH-3200 GRESHAM LAKE RD #101, RALEIGH NC 27615
- CHARLOTTE- 4400 STUART ANDREW BLVD SUITE N, CHARLOTTE NC 28217
- HICKORY- 920 TATE BLVD SE SUITE 107, HICKORY NC 28602
- WINSTON-SALEM-8075 NORTH POINT BLVD SUITE A, WINSTON-SALEM NC 27106
- COLUMBIA-1410 ST. ANDREWS RD #270, COLUMBIA SC 29210
- CHARLESTON-1111 BOWMAN RD SUITE C, MT. PLEASANT, SC 29464

HVAC LICENSE: ASHEVILLE-37458 RALEIGH-36157 WINSTON-SALEM-36157 HICKORY-36607  
CHARLOTTE-36607 COLUMBIA-116276 CHARLESTON-116276 GREENVILLE-116276

### System

Carrier 38MVRAQ Ductless 1 Ton + Midea Value Series DHMVHAQ Ductless Indoor 1 Ton

AHRI Matched

AHRI#: 205967945 | CC: 12000 | SEER: 16.8 | EER: 8.8 | HSPF: 9.4

AHRI#: 205967945 | CC: 12000 | SEER2: 17.6 | EER2: 8.8 | HSPF2:  
8.8

**Subtotal: \$11,745.54**

See total investment below

EQUIPMENT

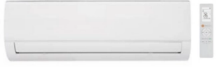
2 ITEMS



Category: Outdoor Unit

Name: Ductless 12K 230V Heat Pump Outdoor Condensing Unit

Number: 38MVRAQ12AA3



Category: Indoor Unit

Name: Midea - Ductless 12K 230V Heat Pump Indoor Unit

Number: DHMVHAQ12XA3

## WHAT YOU'LL GET

1 ITEMS

- Family First Club+ Electrical

## System

Carrier PTAC 12000 BTU ETAC2-15HP230VA-CP Ductless Indoor 0.75 Ton

Subtotal: **\$2,674.46**

See total investment below

## EQUIPMENT

1 ITEMS



Category: Indoor Unit

Name: Carrier PTAC 12000 BTU, ETAC2-15HP230VA-CP, 0.75 Ton, Indoor Ductless Unit

Number: ETAC2-15HP230VA-CP

## WHAT YOU'LL GET

1 ITEMS

- Wall Sleeve

## Investment Details

Sale Price

\$14,420.00

DISCOUNT

\$1,000 Off A New HVAC System Internet Promotion	- \$1,000.00
\$750 Discount	- \$750.00
\$250 Discount	- \$250.00

**Total Investment****\$12,420.00**

The Total Investment is the total cost of the goods and services described in this proposal

**Financing**

Financing Available

**\$142.83 / month**

SIGNATURE

**TERMS AND CONDITIONS****CALL DAD TERMS AND CONDITIONS**

These CALL DAD TERMS AND CONDITIONS (the "Contract") are made effective by your signature on the Description of Work ("Proposal") and as of the date of such signature, by and between CALL DAD, LLC ("Call Dad") and Call Dad customer ("Customer").

**DESCRIPTION OF SERVICES.** Call Dad will provide the HVAC services (collectively, the "Services") to the Customer as described in the Proposal at the property and on the date detailed on the Proposal or date otherwise agreed to by Call Dad and Customer. Such Proposal

shall be incorporated herein and referred to by reference.

**SITE CONDITIONS.** Customer acknowledges and agrees that this Contract is based upon Call Dad's observation of conditions. Conditions that could not be known by a reasonable inspection, including, but not limited to, termite damage, water damage, code violations, or other concealed conditions may require extra labor and/or materials, which are not included as part of this Contract. If any such unaccounted-for conditions are discovered, Call Dad will notify Customer and Call Dad and Customer will work together in good faith to reach an agreement to modify and update this Contract to address those problems.

**PAYMENT.** Payment shall be made to Call Dad in the amount of and in accordance with the terms as provided in the Proposal. If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at two percent (2%) percent per month, or the maximum percentage allowed under applicable laws, whichever is less. In addition to any other right or remedy provided by law, if Customer fails to pay for the Services when due and/or fails to perform any provision, term, or condition of this Contract and/or Proposal, Call Dad has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies. Upon termination, Customer shall be immediately responsible for any and all payments then due. Customer shall pay all costs of collection and/or breach of this Contract and/or Proposal, including, without limitation, reasonable attorneys' fees. Customer shall not withhold payment while waiting on inspections or the like.

**PROMOTIONAL RATES.** Customer acknowledges and agrees that in the event that Customer receives a promotional rate of service in affiliation with a continuing service contract or the like, in the event that Customer cancels the continuing service contract or the like, Customer will be responsible for the difference between the promotional rate received and the regular rate had Customer not entered into the continuing service contract or the like. Such difference shall be due and payable at the time of cancellation of the continuing service contract or the like.

**PERMITS.** Call Dad shall apply for and obtain any HVAC mechanical permits as may be required, the cost thereof shall be included as part of the payment to Call Dad under this Contract. Customer shall be responsible for obtaining and shall obtain and pay for any engineering requirements, flood plain surveys, easements, variances, zoning changes, necessary modifications of restrictive covenants, homeowner association approvals, or other actions or approvals. For clarity, Call Dad is only responsible for required HVAC mechanical permits and all other permits, approvals, and/or actions are the responsibility of Customer.

**INSURANCE.** Call Dad shall maintain general liability, workers compensation, and automobile insurance. Customer shall maintain insurance covering the replacement cost of the improvements and products provided under this Contract. Customer shall be responsible in the event of loss through fire, casualty, storm, or other disasters, force majeure, and theft of materials from the site.

**SURVEY AND TITLE.** Customer will indicate the property lines to Call Dad and will provide boundary stakes by a licensed land surveyor if there is any doubt about the property boundaries, which will impact the Services to be performed by Call Dad. In addition, Customer will provide Call Dad documentation that Customer has title to the Property and shall provide Call Dad copies of any covenants, conditions, or restrictions that affect the Property.

**CHANGES OR MODIFICATIONS.** Call Dad may make changes to the scope of the work from time to time during the term of this Contract. In the event of any such change or modification that will impact pricing and/or materially impact the Services (in Call Dad's sole discretion), Call Dad will provide a new proposal, which when signed by Customer, shall then amend or modify the then existing proposal to the extent stated on the new proposal. Such new proposal shall be incorporated herein and shall become part of this Contract. Customer agrees to pay any increase in the cost of the Services as a result of the new proposal.

**ACCESS.** Customer will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours.

**TEXT MESSAGE CONSENT.** By agreeing to this Contract, Customer agrees and consents to receive recurring automated promotional and/or personalized text messages from Call Dad regarding promotional offers, updates, scheduling, services, and/or important announcements at the mobile number(s) provided by Customer. Customer can opt out of receiving texts by replying with 'STOP' to any message. Standard messaging and data rates may apply.

**COMMUNICATION CONSENT.** By agreeing to this Contract, Customer consents to all forms of communication regarding promotional offers, updates, scheduling, services, and/or important announcements at any contact addresses or phone numbers provided by and/or available for Customer. Standard messaging rates may apply.

**LIENS.** Customer consents and agrees that Call Dad may, at its discretion, file any and all necessary liens related to the Services. Upon receiving final payment from Customer, Call Dad shall release any applicable liens filed by Call Dad.

**LIMITATION OF LIABILITY.** LIABILITIES SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE, INCLUDING THE NEGLIGENCE OF CALL DAD. ANY LIABILITY OF CALL DAD SHALL BE CAPPED AT THE VALUE OF THIS CONTRACT AND/OR PROPOSAL. CALL DAD SHALL NOT BE LIABLE FOR, AND CUSTOMER WAIVES ANY RIGHT TO DAMAGES OR CLAIMS RELATED TO, THE USE OF PORTABLE AIR CONDITIONING AND HEATING UNITS AT THE PROPERTY. CALL DAD SHALL NOT BE LIABLE FOR, AND CUSTOMER WAIVES ANY RIGHT TO DAMAGES OR CLAIMS RELATED TO, THE CONDUCT OF THIRD-PARTIES, OTHER TRADESPEOPLE, AND/OR OTHER MECHANICAL, PLUMBING OR ELECTRICAL SYSTEMS AT THE PROPERTY.

**WARRANTY.** CALL DAD warrants to the Customer that the materials and equipment furnished hereunder are of good quality and free from known defects. In addition to any applicable manufacturer warranties, Call Dad warrants that all work performed will conform to generally acceptable standards in the community and/or region where the work is performed. The Customer is limited to the manufacturers' warranties (unless an extended warranty has been purchased) for defects in the manufacture of the equipment, components, and materials. All Call Dad warranties are limited to a period of no more than one (1) year and only to correct any defect in the work performed. Call Dad warranties are limited to the cost of labor and materials only. Any warranty excludes damage or defects

caused by abuse, neglect, alterations, or work not performed by Call Dad, improper operation, and normal wear and tear. If Customer fails to notify Call Dad of defects within the one (1) year period or does not provide Call Dad adequate opportunity to cure such defects, Customer waives the right to require corrects and waives any claim for breach of warranty.

**RIGHT TO CANCEL.** Customer agrees and acknowledges that under state and federal law, Customer has a right to cancel this Contract and Proposal upon written notice to Call Dad within three (3) business days of the Effective Date hereof without penalty.

**LIMITATION ON CANCELLATION.** Customer may rescind this Contract and Proposal within three (3) days after signing. Rescission may be made by giving verbal or written notice via email or text to the Call Dad sales representative or manager primarily responsible for overseeing the performance of the work.

**FORCE MAJEURE.** If performance of the Services under this Contract or any obligation of Call Dad under this Contract is prevented, restricted, or interfered with by causes beyond Call Dad's reasonable control ("Force Majeure"), then the obligations of Call Dad to carry out its obligations shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrences, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, wars, or strikes, lock-outs, work stoppages. Call Dad shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

**CLASS ACTION WAIVER.** THE PARTIES AGREE THAT ANY CLAIMS WILL BE ADJUDICATED ON AN INDIVIDUAL BASIS AND EACH WAIVES THE RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, PAGA, OR OTHER JOINING ACTION WITH RESPECT TO THE CLAIMS.

**WAIVER OF JURY TRIAL.** The parties hereto waive their right to elect a jury trial in any dispute involving this Contract.

**NOTICE.** Unless otherwise provided in this Contract, any notice or communication required or permitted under this Contract shall be sufficiently given if delivered via email to the email addresses as provided in the Proposal and/or as previously used to communicate between the parties.

**RIGHT TO ASSIGN.** Call Dad has the right to assign this Contract and/or Proposal to any third party of its choosing at any time in whole or in part without notice to Customer. Customer shall not assign this Contract without written permission of Call Dad.

**MISCELLANEOUS.** Unless the context otherwise requires, whenever used in this Contract, the singular shall include the plural and the plural shall include the singular, and the masculine gender shall include the feminine, and vice versa. This Contract may be executed in counterparts, each of which be an original, but all of which together shall constitute the contract. . This Contract and the incorporated Proposal contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter of this Contract. This Contract and the incorporated Proposal supersedes any prior written or oral agreements between the parties. If any provision of this Contract is deemed to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a Court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract. This Contract may be modified or amended in writing, if the writing is signed by both parties. This Contract shall be construed in accordance with the laws of the State of North Carolina.